**Template: Contract and Disclosure
Checklist for Low-Income Participants**

Registered Project Managers and subcontractors, partners or affiliates working as agents of Project Managers are authorized to use this Disclosure Checklist template.

**INSTRUCTIONS:**

Project Managers must use this participation contract template with all low-income residential participants. A different contract template is available for use with residential participants.

Registered Project Managers and subcontractors, partners or affiliates working as agents of Project Managers are authorized to use this contract template.

The basic formatting of this contract template must remain as-is and at least a 10-point font must be maintained. The Project Manager may add its logo, if desired.

* Text in plain font in this template is unalterable.
* Text in **[ALL CAPS AND BOLD IN SQUARE BRACKETS]** indicates blanks to be filled in when finalizing the contract.
* Text in **{bold in curly brackets}** accompanied by **OR** indicates a selection must be made from a set of options. After a selection has been made, the text in **{bold in curly brackets}** that does not apply may be deleted.
* Text in ***bold italics*** indicates a mandatory provision the contract must meet or exceed. Guidelines are provided on what must be included.
* Text in *italics* is purely instructional and may be deleted.

When preparing this form for a Participant, these instructions should be deleted. This Contract and Disclosure Checklist must be completed and provided to the customer in a language they can understand. Spanish and Russian language versions of this template are available in the Resources section of the Program website at [oregoncsp.org.](http://www.oregoncsp.org/)

**Oregon Community Solar Program Contract and
Disclosure Checklist for Low-income Participants**

The first few pages of this contract document are referred to as a Disclosure Checklist. This Disclosure Checklist describes key information about your **{subscription} OR {ownership interest}** in a community solar project. The checklist refers to key contract terms that Project Managers must disclose in their contract with you. You can use the checkboxes to indicate you have reviewed each term, and you or your Project Manager can note on which pages an item is addressed.

Read this Disclosure Checklist and the rest of your Contract carefully so that you fully understand the costs, benefits and risks of participation.

For information about the Oregon Community Solar Program, including customer eligibility criteria, low-income participation resources and the Project Manager Code of Conduct, visit the Program website at [oregoncsp.org](http://www.oregoncsp.org).

If you have questions or complaints related to your community solar contracting experience, you should work with your Project Manager to resolve your concerns. If you are unable to resolve a problem with your Project Manager, you may contact the Community Solar Program Administrator by emailing info@oregoncsp.org or by calling 1-800-481-0510.

**Questions or Concerns?**

Contact your Project Manager by calling **[PROJECT MANAGER CUSTOMER SERVICE NUMBER]**, emailing **[PROJECT MANAGER CUSTOMER SERVICE EMAIL]** or writing to **[PROJECT MANAGER CUSTOMER SERVICE MAILING ADDRESS]**.

**Notice of translated contract availability:**

Una versión de este contrato está disponible en español y se puede solicitar a su Gerente de Proyecto.

Версия этого контракта доступна на русском языке и может быть получена (доступна) у вашего менеджера проекта

|  |
| --- |
| **Disclosure Checklist** |
| **PARTICIPANT INFORMATION** | **PROJECT MANAGER INFORMATION** |
| Name: **[NAME]\***Site Address: **[SITE ADDRESS ASSOCIATED WITH SUBSCRIPTION]**Phone: [**PHONE] □ cell □ home**Email address: **[EMAIL]**Utility: **{PGE, PAC OR IDP}**Account Number: **[UTILITY ACCOUNT #]**Preferred method of contact for notifications:**□ phone □ email □ mail □ text** | Project Manager: **[PROJECT MANAGER BUSINESS NAME]**Address: **[BUSINESS ADDRESS]**Form prepared by: **[FIRST AND LAST NAME AND, IF AN AGENT/PARTNER OF PROJECT MANAGER, BUSINESS NAME]**Phone: **[CUSTOMER SERVICE PHONE]**Email: **[CUSTOMER SERVICE EMAIL]****{Website: [WEBSITE IF AVAILABLE]}** |
| **COMMUNITY SOLAR PROJECT INFORMATION**  |
| Project Name: **[LIST PROJECT NAME]** Project location(s): **[list addresses of all systems THAT ARE part of this project]**Estimated total size of the project is **[KW]** kW-AC Estimated total production of the project in the first year: **[KWH]** kWhEstimated annual decrease in the production of the project due to aging: **[degredation]** % per year**{Estimated}** date the project **{will begin} OR {started}** operation: **[MM/DD/YYYY]**Estimated project lifetime: **[LIFE IN YEARS]** years |
| **YOUR SUBSCRIPTION** |
| You **{own} OR {lease}** part of the Community Solar Project for the term of the Contract (your “Subscription”). Size of your Subscription: **[KW]** kW-ACEstimated production of your Subscription in the first year: **[KWH]** kWhEstimated total production of your Subscription over the term of the contract: **[KWH]** kWh |
| **ONGOING PARTICIPATION PAYMENTS** | **UP-FRONT PAYMENTS** |
| *Write “Does not apply” if there are no ongoing payments.***{Price per kWh generated: [KWH RATE] /kWh****Your payment each month will be this price multiplied by the amount of electricity generated by your Subscription}****OR****{Fixed monthly payments of $[MONTHLY PRICE]}****OR****{*Describe monthly amount and factors that determine that payment*}**Your first monthly payment is due on **{MONTH OR the first billing month after the Community Solar Project begins operating}.**Your **{Price per kWh OR monthly payment}** will **{remain the same for the term of this Contract} OR {increase each year by [ANNUAL INCREASE]%}.**These payments will be collected **{on your utility bill OR *describe approved alternative collection method}.*** | *Write “Does not apply” if there are no up-front payments.*Amount due at **{[DATE]} OR {*milestone*}**: $**[$]*****{If an up-front payment was or will be made by another party in order to “gift” this Subscription to the Participant, state the amount, payment date and responsible party here}*** |
| **TERM** | **FEES AND OTHER CHARGES** |
| The initial term of your Contract is **[YEARS]** years **{and [MONTHS] months}.** | If you cancel your Contract early, you will not be charged a fee.*List all other fees/charges and their amounts. If a fee is $0, it does not need to be listed here.* |
| **BILL CREDIT** |
| Your utility will provide you with bill credits for the electricity generated by your Subscription.Participants of this Community Solar Project will receive a Bill Credit Rate of $**[BILL CREDIT RATE]**/kWh.In the first year of the operation of this project, your Subscription may generate a total Bill Credit of $**[ BILL CREDIT RATE x ESTIMATED FIRST YEAR PRODUCTION IN KWH].** The actual amount of your Bill Credit may differ from this estimate due to natural variations in solar resource and the actual performance of the system over time. |
| **FINANCIAL SAVINGS GUARANTEE** |
| **{This Contract does not guarantee savings.} OR {This Contract guarantees [*describe savings guarantee*], as detailed in your Contract.}**  |
| **CHECKLIST OF CONTRACT TERMS**This is a checklist of key contract terms that your Project Manager is required to disclose to you. You or your Project Manager can note on which pages and sections a term is addressed and you can use the checkboxes to track that you have reviewed each item. Checking off each item as you review it is recommended but not required. |
| Image result for checkmark | **Contract Item** | **Page Number** | **Section Number** |
| **□** | One-time and ongoing participation costs |  |  |
| **□** | Benefits or savings from participation |  |  |
| **□** | Schedule of fees and credits for each year of your contract term |  |  |
| **□** | Length of your contract and options at the end of the term |  |  |
| **□** | Process and fee for cancelling your Subscription early |  |  |
| **□** | Ability and cost to transfer your Subscription to another customer |  |  |
| **□** | What happens if you move |  |  |
| **□** | The process and cost for changing the size of your Subscription |  |  |
| **□** | Explanation of renewable energy credits |  |  |
| **□** | How disputes are resolved |  |  |
| **□** | Your three-day right to cancel the contract |  |  |
| **□** | Data privacy and security  |  |  |
| **□** | Release of your electric utility information |  |  |
| **□** | How you will be notified about the status of the Community Solar Project |  |  |
| **□** | Warrantees and performance guarantees |  |  |
| **□** | What happens if the Community Solar Project goes offline or stops operating  |  |  |

By initialing, you acknowledge that you have received and reviewed this Disclosure Checklist, and that the person signing has full authority to enter into this agreement on behalf of all name account holders for the Account Number identified in this agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| Participant Initials | Date | Project Manager Representative Initials  | Date |

**Oregon Community Solar Program
Subscription Contract for Low-income Participants**

|  |
| --- |
| Please read these terms and conditions carefully. If both the person or entity interested in subscribing to a community solar project in Oregon (then referred to as the “Participant” or “you”) and the entity that manages and operates that solar project (referred to as the “Project Manager”) sign this document, then it becomes valid, enforceable, and legally binding contract between you and the Project Manager.  |

This Oregon Community Solar Program Subscription Contract (“Contract”) is entered into on **[DATE]** by, you, **[PARTICIPANT NAME]** and **[PROJECT MANAGER**]. You are a customer of **[UTILITY]** eligible to participate in the Oregon Community Solar Program in the way provided in this Contract. Project Manager is a(n) **[DESCRIPTION OF LEGAL ENTITY**]. Together you and the Project Manager may be referred to as the Parties.

**TERMS**

1. **Incorporation of Disclosure Checklist**

The Disclosure Checklist immediately preceding this Contract contains important information, particular to you, about your participation in the Oregon Community Solar Program. This Disclosure Checklist is part of this Contract.

1. **Costs, Risks, and Benefits of Participation in the Oregon Community Solar Program**

Estimated electricity generation for the Community Solar Project in which you are participating is **[PROVIDE ESTIMATE OF GENERATION]**. This generation is subject to variations based upon weather and other factors.

Your Fees:

*Describe all one-time and on-going fees, including Subscription Fees. Describe the off-bill method that the Project Manager will use to collect these fees.*

*Explain the consequences of late or non-payment of Subscription Fees, and how the Project Manager handles collection of unpaid fees.*

Your Bill Credits: *Complete the schedule of costs and benefits to show, for each year of the term of the agreement: the Subscription fee that will be charged; the Bill Credit rate ($/kWh); the Program Fee ($/kW-AC); the expected annual production of the Subscription (kWh); and a calculation of the expected yearly net benefit or cost. If the contract term is more than 10 years, add additional lines. If there are upfront payments, a Year 0 should be included to denote this. The values shown in gray text are examples provided to help illustrate the proper use of the schedule and should be replaced with actual values for the Subscription. The example values do not reflect actual Bill Credit rates or Program Administration fees.*

This schedule shows the total estimated savings or cost of your Subscription, for each year of your Subscription term, and the electricity production estimate, costs and Bill Credit Rate used to calculate the estimated yearly savings/cost.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Year* | *Estimated Yearly Savings (+) or Cost (-)* | *Estimated Yearly Production (kWh/yr)* | *Subscription Fee* | *Bill Credit ($/kWh)* | Program Fee *($/kW-AC per month)* |
| *1* | *$90.00*  | *3,600* | *-$0.085/kWh* | *$0.110/kWh* | *$0.00/kW-month* |
| *2* | *$89.50*  | *3,580* | *-$0.085/kWh* | *$0.110/kWh* | *$0.00/kW-month* |
| *3* | *$89.00*  | *3,560* | *-$0.085/kWh* | *$0.110/kWh* | *$0.00/kW-month* |
| *4* | *$88.50*  | *3,540* | *-$0.085/kWh* | *$0.110/kWh* | *$0.00/kW-month* |
| *5* | *$88.00*  | *3,520* | *-$0.085/kWh* | *$0.110/kWh* | *$0.00/kW-month* |
| *6* | *$87.50*  | *3,500* | *-$0.085/kWh* | *$0.110/kWh* | *$0.00/kW-month* |
| *7* | *$87.00*  | *3,480* | *-$0.085/kWh* | *$0.110/kWh* | *$0.00/kW-month* |
| *8* | *$86.50*  | *3,460* | *-$0.085/kWh* | *$0.110/kWh* | *$0.00/kW-month* |
| *9* | *$86.00*  | *3,440* | *-$0.085/kWh* | *$0.110/kWh* | *$0.00/kW-month* |
| *10* | *$85.50*  | *3,420* | *-$0.085/kWh* | *$0.110/kWh* | *$0.00/kW-month* |

Bill Credit: The Bill Credit is the amount in dollars that you receive from your utility for the electricity generated by your Subscription. The Bill Credit Rate is the value used to calculate your total Bill Credit. Bill Credit Rates are set by the Oregon Public Utility Commission.

Donation of Excess Generation: If your Subscription produces more electricity over the course of a yearly billing cycle (reconciled annually in April), than your home uses, then the value of the extra electricity will be donated to the low-income programs of your utility. If you previously received bill credits for excess generation, this amount will be deducted from your monthly net bill savings until the balance has been repaid.

1. **Length of Contract**

**{This Contract begins on [DATE] and ends on [DATE].}**

**OR**

**{This Contract begins on the date that Project begins Commercial Operations, expected to be [DATE], and ends [CONTRACT LENGTH] after that date. Your Project Manager will inform you of any changes to the expected commercial operations date.}**

*Must be at least ten years.*

At the end of this Contract, you **{HAVE} OR {DO NOT HAVE}** the option to extend the contract. If you do not extend the contract, it will terminate and you will no longer be a Participant in the Oregon Community Solar Program.

*Must explain the Participant’s options at the end of the contract term, including any options to extend the contract or purchase the subscription share.*

If your contract is not extended, any remaining bill credit balance on your account at the end of the contract term will remain attached to your account and be credited towards subsequent monthly bill or donated at the end of an annual billing cycle as normal.

1. **What Happens If You Move**

If you move to a new home where you receive electricity from the same utility, you are allowed to retain your Subscription; there will be no fee for doing so.

If you move **[PROVIDE TERMS AND INSTRUCTIONS HERE]**.

*Clear terms and instructions for requesting a relocation must be provided, including how adjustments may be made to the Subscription in the event that the Participant’s new site uses less electricity annually than the Subscription generates.*

There is no fee for changing the size of a Subscription because you move.

1. **How to Transfer Your Subscription to Another Utility Customer**

You may not transfer your Subscription to another person, unless it is to another person within your household and you are also transferring responsibility for your utility account to that person.

If you change the primary account holder for electric service at your home, you may transfer your Subscription to that person at no cost.

To transfer your Subscription **[PROVIDE TERMS AND INSTRUCTIONS HERE]**.

*Clear instructions for requesting a transfer must be provided.*

1. **Ending this Contract Early**

If you would like to end this Contract before the end date in Section 3, you may do so by **[PROVIDE CLEAR INSTRUCTIONS FOR EARLY TERMINATION]**. There is no fee ending this Contract early.

If Project Manager ends this Contract early due to natural disasters and unavoidable catastrophes that prevent the Project from operating and generating electricity as expected or otherwise restrict the Project Manager from fulfilling its obligations. **[DISCLOSE ANY COST-RECOVERY OPTIONS HERE]**.

The Project Manager may terminate this Contract if you fail to pay any money you owe and fail to cure the problem within 30 days of being notified by the Project Manager.

If you terminate this Contract early, then you will no longer be a Participant in the Oregon Community Solar Program and the electricity from your Subscription will go to someone else.

You will forfeit any bill credit balance tied to your account if your contract is terminated early.

1. **Non-Payment and Utility Disconnection**

If you do not pay your bill, your unpaid on-bill subscription charges will be reflected on your next monthly bill. Non-payment is considered a breach of this contract that may result in termination as described above in section 6*.*

If your electricity service is temporarily disconnected due to non-payment or any other reason, your participation payments and bill credits will accrue during the time you are disconnected. When your utility service resumes, your next bill will include both participation payments and bill credits reflecting the solar generation that occurred while you were disconnected.

Non-payment of your bill due to disconnection is considered a breach of contract, and your Project Manager may terminate this Contract according to the process outlined above in section 6. If your account is closed, rather than disconnected, your Project Manager may terminate the agreement immediately. There will be no fee for contract termination due to disconnection.

1. **Instructions and Fees for Changing the Size of Your Subscription**

Reducing your Subscription if you move: If you move, you may need to reduce the size of your Subscription if the Subscription produces more electricity than your new home uses each year. If this occurs, your Project Manager will notify and work with you to make the change, and there will be no fee for changing the size of your Subscription.

Reducing your Subscription to avoid over-subscription: You will need to reduce the size of your Subscription if your energy consumption has decreased to a point where your Subscription produces more electricity than you use over the course of a given billing year. If this occurs, your Project Manager will notify and work with you to make the change, and there will be no fee for changing the size of your Subscription.

*Explain the additional circumstances under which a Participant may change the size of their Subscription and disclose any associated fees.*

If you need to change the size of your Subscription **[PROVIDE TERMS AND INSTRUCTIONS HERE]**.

*Describe the process for requesting a change in Subscription size.*

1. **Renewable Energy Credits**

Renewable energy reduces greenhouse gas emissions by displacing emitting generation on the electricity grid. A Renewable Energy Certificate (REC) represents the property rights to these greenhouse gas emission reduction attributes, plus all other non-power benefits associated with the generation of renewable energy.

Only the owner of a REC can claim the environmental attributes of the associated megawatt-hours of renewable energy. A party must own and retire the RECs to make claims about using renewable electricity.

You own the RECs and the environmental, economic, and social benefits associated with megawatt hours of electricity generated by your Subscription. You may not sell or transfer these RECs, except as part of the transfer or reassignment of your Subscription to another customer.

*If the project is less than 360 kW and is granted a waiver from the requirement to register with the Western Renewable Energy Generation Information System (WREGIS), then the Project Manager must also include the following language in the contract:*

***{The Western Renewable Energy Generation Information System (WREGIS) is the independent, renewable energy tracking system for this region. This Project has received a waiver from the requirement to register with WREGIS. As a result, this Project will not certify or retire renewable energy certificates on your behalf.}***

1. **Impacts on Customers Electing Equal Utility Bill Payments**

Adding a Community Solar subscription to a utility account that also has an equal payment plan will cause the amount on a customer’s bill to be different each month. Utilities are able to provide customers with an equal pay amount for electric service through these offerings, but are not able to do the same with Community Solar Program bill credits, subscription charges, and program fees. For utility accounts with an equal payment plan that also participate in the Community Solar Program, total monthly bill amounts will increase or decrease based on the amount of solar power generated by month.

1. **Data Privacy and Security**

*Explanation of how the Project Manager will ensure the security of private Participant information, in accordance with its obligations as a registered Project Manager, as described Project Manager Data Security Requirements section of the Code of Conduct.*

1. **The Responsibilities of the Program Administrator, [UTILITY] and the Oregon Public Utility Commission**
	1. Program Administrator: The Oregon Community Solar Program Administrator, a company called Energy Solutions, and its subcontractors are responsible for implementation and management of the day-to-day operation of the Community Solar Program, including reviewing projects, calculating bill credits and coordinating monthly bill crediting with utilities, facilitating the billing and collection of Subscription payments through the utility bill, monitoring Project Managers’ compliance with Program requirements and the Code of Conduct and supporting the resolution of complaints related to the Community Solar Program.
	2. [**UTILITY**]: With consent from the Participant, the Participant’s utility is responsible for providing customer electricity account information for the purpose of verifying their Subscription eligibility, applying bill credits owed to Participants, collecting and remitting Subscription payments owed by Participants to the Program Administrator (for distribution to the Project Manager) and collecting fees to fund Program Administration.
	3. Oregon Public Utility Commission: The Oregon Public Utility Commission is responsible for overseeing and reporting on the performance of the Community Solar Program, Pre-certifying and Certifying projects, resolving escalated complaints, conducting periodic audit and evaluation of the Program, and anything else determined by the Commission.
2. **Notifications about Project Status and Performance**

*If a project is not operational at the time the Participant enters into the contract, the Project Manager must a) provide the estimated Commercial Operation date, b) indicate the frequency and method by which they will notify the Participant about the status of the Project,* *and c) explain the Participant’s options if the Commercial Operation date is delayed by more than a year, including remedies and refunds that would apply under this circumstance. The Project Manager must also clearly disclose that the Participant will not receive Bill Credits until after the Project is operational.*

*If the estimated Commercial Operation date changes, the Project Manager must notify the Participant of the revised date as part of these recurring updates.*

*Project Managers must provide Participants with a status update about the Project a minimum of every three months until the Project become operational. Status updates must be provided in the form agreed upon by the Participant and Project Manager (phone, email, mail or text).*

The Project Manager will notify you in advance of a planned outage to the Community Solar Project if the outage will result in the Community Solar Project being offline for more than three days. The notice will include an estimated date by which the Community Solar Project will resume operation. If there is an unplanned outage of more than three days, then the Project Manager will notify you immediately and include an estimated date by which the Community Solar Project will resume operation. The Project Manager will provide these notices by **[PHONE, EMAIL, MAIL, OR TEXT]**.

The Project Manager will take all commercially reasonable steps necessary to construct, interconnect, maintain, and repair the Community Solar Project and its associated equipment to ensure that the Community Solar Project produces electricity substantially as intended for the term of this Contract. The Project Manager assumes all responsibility, liability and costs for the ongoing operations, maintenance, and repair of the Community Solar Project. The Project Manager will not charge you any extra fees for repair or maintenance of the Community Solar Project and its associated equipment.

If the Community Solar Project is terminated for any reason before or after it achieves commercial operation, then the Project Manager will notify you within two weeks and inform you of your rights and remedies under this Contract, including the refundability of any upfront payments.

*Disclose and describe any guarantees of performance.*

1. **Dispute Resolution**

If you have questions, require information or wish to make a complaint, contact **[PROJECT MANAGER BUSINESS NAME]** by calling **[PROJECT MANAGER CUSTOMER SERVICE PHONE]**, emailing **[PROJECT MANAGER CUSTOMER SERVICE EMAIL]**, writing to **[PROJECT MANAGER CUSTOMER SERVICE MAILING ADDRESS]** or following the instructions at **[PROJECT MANAGER WEBSITE]**.

If you have inquiries or complaints that the Project Manager is unable to resolve, you should contact the Program Administrator by calling 1-800-481-0510 (calls answered Monday through Friday, 8:00 am to 5:00 pm) or emailing info@oregoncsp.org.

*The Project Manager’s dispute resolution process must be clearly described.*

*The Project Manager’s dispute resolution process and any other provisions of the Contract may not:*

* + *require Participants to bring disputes or claims in an inconvenient venue or with time limits more restrictive than the relevant statute of limitations;*
	+ *waive the Participants’ redress rights under Oregon or federal law;*
	+ *give up the Participants’ ability to seek punitive damages; or*
	+ *require Participants to pay fees and costs beyond what Oregon state and federal courts would require.*
1. **The Project Manager May Sell this Contract**

The Project Manager may assign, sell, or transfer this Contract to another entity, and that other entity will be bound by the terms of the agreement as if it were the Project Manager. If this Contract is assigned, sold or transferred, the Project Manager will notify you in advance of the change.

1. **Three-Day Right to Cancel**

You have the right to cancel this Contract and receive a full refund on any deposits or payments if you make the request within three business days (Monday through Friday, excluding federal holidays) of signing the Contract.

1. **Consent to Access and Use Your Energy Information**

You authorize **[UTILITY]** to provide utility usage and billing information to the Project Manager and Program Administrator for the electric account(s) specified by you, for the term of your Contract. This information may include your electricity account and meter number(s), utility rate schedule(s), electricity use and billing information. This information will be used by the Program Administrator and Project Manager to verify your eligibility for the Community Solar Program and to perform monthly billing and crediting for your Subscription.

1. **Subscription Information Release**

You agree that the Program Administrator may report non-identifiable information, in aggregate, about you and your Subscription to the Oregon Public Utility Commission, the Oregon legislature or other state agencies as necessary to meet the Program Administrator responsibilities. The Program Administrator and Project Manager will treat all other Participant information gathered as confidential.

**SIGNATURES:**

The individual signing attests that they have full authority to enter into this agreement on behalf of all name account holders for the Account Number identified in this agreement.

|  |  |  |
| --- | --- | --- |
| **PARTICIPANT** |  | **PROJECT MANAGER** |
| Signature: |  |  | Signature: |  |
| Print name: |  |  | Print name: |  |
| Date: |  |  | Title: |  |
|  |  |  | Business: |  |
|  |  |  | Date: |  |